

**SOLICITATION OF OFFERS**  
**ISSUED BY**  
**THE CITY OF EL PASO**  
**FINANCIAL SERVICES, PURCHASING DIVISION**

SOLICITATION NO: 2007-034

DATE ISSUED: OCTOBER 3, 2006

TITLE: ADVERTISING AND MARKETING SERVICES FOR ENVIRONMENTAL SERVICES,  
EL PASO RECYCLING PROGRAM

An original, signed, sealed, OFFER to furnish the goods and/or services set forth in the SCHEDULE will be received at the place indicated below, until:  
**2:00 PM, local time, WEDNESDAY, OCTOBER 25, 2006**

**NOTICE** When used in formal bid solicitations, the terms 'offer' and 'bid', and 'offeror' and 'bidder' are interchangeable.

ADDRESS OFFERS TO:  
PURCHASING MANAGER  
CITY OF EL PASO

MAIL TO:

2 CIVIC CENTER PLAZA 7<sup>TH</sup> FLOOR  
EL PASO, TX 79901

OR

HAND DELIVER TO:

CITY HALL, 7TH FLOOR  
2 CIVIC CENTER PLAZA  
FRANKLIN & SANTA FE ST.  
EL PASO, TX 79901

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:

Ray Heredia, Procurement Analyst  
Telephone: [915] 541-4316 FAX: [915] 541-4347

**EXPIRATION OF OFFERS**

The offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth in the SCHEDULE, if this offer is accepted within NINETY [90] consecutive days from the date set for the receipt of offers.

**AMENDMENTS TO SOLICITATION**

Receipt of all numbered amendments to Solicitations must be acknowledged:

<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>
A001	_____	A002	_____	A003	_____
A004	_____	A005	_____	A006	_____
A007	_____	A008	_____	A009	_____

**OFFER SUBMITTED BY**

COMPANY NAME	
<input type="checkbox"/>	<input type="checkbox"/>
STREET ADDRESS	P.O. BOX NUMBER
CITY, STATE AND ZIP CODE	
<input type="checkbox"/>	
TELEPHONE NUMBER	FAX NUMBER
<input type="checkbox"/>	
PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.	
E-Mail address	

**OFFER EXECUTED BY** [PLEASE PRINT]

NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY

SIGNATURE AND DATE OF OFFER

**WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED**

**NOTE:** AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD, OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO. THIS IS A ONE TIME CONTRACT ☐

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### **NOTICE: PUBLIC DISCLOSURE OF BID INFORMATION**

Offerors are cautioned that once a bid is opened, all information contained therein will be available to the **PUBLIC** unless the information is accepted from the requirements of Government Code Section 552.021 pertaining to Open Records. The exception that allows the City to protect information that, if released, would give advantage to a competitor or bidder does not apply after the bidding is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information* may be accepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Offertory who claims that information contained in a bid should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev. 04-03-98]

### **IMPORTANT NOTICE**

If you received your copy of this solicitation from the ***BID NET***, or any source other than directly from the City of El Paso, and you plan to respond to it, please notify the City immediately, so you will be placed on the active bidders list, and will be sent, directly, all amendments and notices pertaining to the solicitation. It would also be helpful if you would supply a contact person's name, along with their telephone and FAX numbers and E-mail address.

**ANY EXTENSIONS OR CHANGES IN DUE DATE OF RFP'S/BIDS WILL BE POSTED ON THE CITY OF EL PASO'S WEBSITE WHICH IS [www.elpasotexas.gov](http://www.elpasotexas.gov)**

## **SOLICITATION SUBMISSION FORMAT**

The proposal shall be limited to 25 pages (not including resumes and work samples) and shall include:

I. **Cover Letter:** The cover letter must contain a brief summary of the key points of the proposal and identification of the staff members who will be involved in the project. The letter shall name the Project Manager and provide contact information.

II. **Technical Proposal:**

A. **Project Organization:**

The proposal shall include a management plan and organizational chart that describes each team member's responsibilities and provides a summary of all work to be done by sub-consultants.

B. **Understanding of Goals:**

A successful technical proposal shall demonstrate that the Consultant understands the project goals, is familiar with multi-media education campaigns and influencing public behavior. The proposer will provide a level of detail into the proposal which will allow an informed decision but will not make unnecessary demands on proposers.

C. **Proposed Technical Approach and Work Plan:**

The proposal must include:

1. A clear description of the methods and work plans to be used to complete each task in the scope of work;
2. A summary of innovative ideas, procedures and suggestions for improving the scope of work that are consistent with the purpose of and budget for this work;
3. A description of the unique aspects of the firm's approach, including a summary of how the submitted proposal differs from or expands on the scope of work and tasks outlined;
4. A project schedule that maps tasks, timelines and work products; and
5. The project costs for the full project (broken down by tasks).

III. **Proposal Contents:**

Solicitations shall include information about education campaigns, different media approaches, tools for altering behaviors, statistical study design and analysis, data entry, data management and analysis, quality control, database design, public outreach, evaluation and recycling education program design.

IV. **Questionnaire Responses:** The answers to the questions contained in the questionnaire should be your section III.

V. **Consultant Qualifications and Experience:**

Solicitations shall include the following information, limited to a one-page resume for each firm and a one-page resume for each staff member (resumes will not be counted in the 25-page limit):

- Consultant and sub-consultant firm names, addresses, phone numbers, fax numbers, e-mails and years in an advertising/marketing business
- A list of all team members and descriptions of experience relevant to this project (include citations and have completed relevant work examples available)

- Resumes of each Consultant and sub-consultant team member, listing professional experience in chronological order, with dates
- Names and phone numbers of three references for each principal team member, and names and phone numbers of one reference for other team members (references shall be familiar with the team member's performance on related projects)
- A description of the skills and abilities of projected hires for tasks or project assignments that cannot be filled by current staff
- A description of project availability for each team member during the term of this agreement, including information about availability for travel, possible job conflicts and extended leave of absences.

VI. **Work Samples:** Solicitations shall include three applicable work samples. The work samples will not be counted for the 25-page limit; however, brevity and relevance will be appreciated.

**ONE COMPLETE copy of the BID PACKAGE is required. Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer” The bidder shall submit its bid on the forms (UNALTERED) as furnished by the City. All bids shall contain the following:**

1. Those pages on which you are required to fill in prices, furnish other information, or which call for a signature;
2. any other information requested; and
3. the submission or attachment of company “Quotation Forms” or other documents containing alternative terms and/or conditions is not acceptable and may result in your bid being deemed as non-responsive. Unauthorized additions, bids that do not contain a unit price where required or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous are not acceptable and may result in your bid being deemed as non-responsive.

## SECTION A

### SCHEDULE OF SERVICES

#### ADVERTISING AND MARKETING SERVICES FOR THE SOLID WASTE MANGEMENT, EL PASO SINGLE-STREAM CURBSIDE RECYCLING PROGRAM

BID NO. 2007-034

BID DATE: October 25, 2006

The term of this contract shall be three (3) years, with the option to extend the contract for an additional three (3) years, for the continuation of the City of El Paso's Single-Stream Curbside Recycling Program (the "Program") efforts.

NOTE: The services rendered under the terms of this contract shall conform to the specifications set forth in Section B.

The City of El Paso, Texas, is seeking Solicitations from qualified and experienced agencies specializing in multi-media advertising. During the performance of this contract, the Department of Environmental Services (the "Department") shall order all of its requirements for these services from the single lowest bidder meeting specifications, from time to time, as its needs arise. There is no guarantee as to any specific volume of business. It may be more or less.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the Contractor shall nonetheless continue for a period not to exceed six (6) months on a month-to-month basis after the end of its term unless the City shall have notified the service company that the City has obtained another servicing contractor.

A. Below please state what your agency's ESTIMATED YEARLY charges are for each of the following types of services:

ITEM NO.	DESCRIPTION	HOURLY RATE	ESTIMATED HOURS / YEAR	EXTENDED
<u>TOTAL</u>				
1)	Copywrite	\$ _____	_____	\$ _____
2)	Media Buying	\$ _____	_____	\$ _____
3)	Research	\$ _____	_____	\$ _____
4)	Art Preparation	\$ _____	_____	\$ _____
5)	Broadcast Creative Supervision	\$ _____	_____	\$ _____
6)	Account Supervision?	\$ _____	_____	\$ _____

GRAND TOTAL \$ \_\_\_\_\_

**B. OPTION TO EXTEND - PLEASE CHECK APPROPRIATE BOX**

The City at its sole discretion, may exercise any option to extend the term of the contract. Bidder offers the City the option of extending the term of the contract, at the same unit price:

A. Three (3) additional years YES ☐ NO ☐

B. NO OPTION OFFERED ☐

**C. PROMPT PAYMENT:**

Unless a prompt payment discount is offered and accepted by the City of El Paso, payments will be made to the Contractor within thirty (30) days following acceptance of goods or services, or receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Any discount for prompt payment will be calculated from the day goods or services are accepted or when a properly prepared invoice is received. Payments will be considered to have been made on the date of mailing (postmark) of the payment check or, for an electronic funds transfer, the specified payment date. Invoices are to be submitted in single copy.

**PAYMENT TERMS :** Please mark appropriate block.

_____ % - 10 Days	<input type="checkbox"/>
_____ % - 20 Days	<input type="checkbox"/>
_____ % - 30 Days	<input type="checkbox"/>
<u>Net</u> - 30 Days	<input type="checkbox"/>

**D. LATE PAYMENTS:**

Late payment fees will incur at the State of Texas statutory rate.

**E. REMITTANCE ADDRESS:**

If remittance address is different from address shown in block 11 of the SOLICITATION, OFFER AND AWARD form, complete the following:

Remit To: \_\_\_\_\_

Attn: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**F. CITY'S REQUIRED TIME OF PERFORMANCE**

Subsequent to the receipt of a **WRITTEN NOTICE OF AWARD** of the contract, as evidenced by the date of receipt by the Contractor, as shown on the USPS Domestic Return Receipt, performance shall start (TO BE DETERMINED), 2006.

The undersigned hereby offers to furnish and delivery goods and/or services as specified at the prices and terms herein stated and in accordance with the Invitation for Bid, Amendments, and General Conditions of Bidding, all are which are made part of this bid.

SUBMITTED YOUR BID IN DUPLICATE

BID MUST BE MANUALLY SIGNED IN INK

(BLUE INK PERFERRED)

BIDDER: \_\_\_\_\_  
(Print or type name of Bidder-Full Company Name)

FEDERAL IDENTIFICATION NO: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature of Authorized Officer or Agent

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Address (Street or Box No,)

\_\_\_\_\_  
City-State-Zip-Code

TELEPHONE NO.: ( ) \_\_\_\_\_

FACSIMILE NO.: \_\_\_\_\_

**NOTE: At any time during the Contract Term, the Deputy Director, Financial Services, Purchasing Division or designated personnel, may increase or decrease the Scope of Services as he or she may find necessary to accomplish the general purpose of this Contract.**

## **SECTION B**

### **SPECIFICATIONS**

#### **PURPOSE:**

The City of El Paso is seeking qualifications for professional services in advertising and marketing. Multiple awards by category are possible. However, if one contractor is considered to be the most qualified for all categories, a single award will be considered.

The successful contractor will develop a multi-faceted campaign designed to encourage residents to use the Program and positively impact the recycling and disposal behavior of residents.

#### **TASK 1 – Create a multi-faceted Curbside Recycling Advertising Marketing Program**

#### **PROJECT DESCRIPTION:**

The advertising/marketing campaign will be a multi-faceted program to educate, remind and encourage residents to fully use the Program and not throw away resources that have economic value. The campaign will include, but not be limited to, public education materials, media and advertising.

#### **OBJECTIVES:**

Educate residents to fully utilize the Program infrastructure and reduce their disposal of materials with economic value and increase recycling, as well as **increase and improve positive perceptions of the Program and reduce contamination of the curbside stream of waste.**

#### **CONTRACTOR RESPONSIBILITIES:**

The contractor will assist the City with design of a Program Campaign. Strategies may include:

- Development and implementation of a media outreach strategy designed to increase recycling by residents of the City. The strategy may include, but not be limited to, educational tools, outreach materials, radio advertising, media interviews, print advertising, TV spots and PSAs.
- Coordinate outreach materials for schools, youth groups, neighborhood associations and other civic and professional associations and groups.

#### **WORK PRODUCTS:**

1. Residential curbside recycling advertising and marketing plan.
2. Purchase of advertising spots and placement.
3. Design Development of outreach materials.
4. Logo design.
5. Slogan design
6. Revamp/update Captain Canaroo

**BUDGET:**     \$375,000/Yr

The major work activities deemed necessary for this contract are identified below. Proposers are encouraged to expand on the task descriptions to identify their approach to completing the tasks.



The contracting agency will need a thorough knowledge of multi-media advertising as well as of the demographics of the population of this City, in order to find the best and most suitable approaches of advertising in order to more effectively convey all aspects of the Program.

1. The advertising agency should have experience in successful advertising campaigns in all aspects of solid waste environmental awareness or related programs so that they can provide the Environmental Services Department with ideas, suggestions, concepts, and guidance in the enhancement of a citywide recycling program and environmental awareness. This will include necessary script/text writing, layout/design, typesetting, and advertising media and materials. Advertising media and materials may include (but is not limited to) newspaper, radio, television, billboards, pamphlets, informational video and/or compact disk, Internet websites, etc. The Contractor must have the ability to produce television and radio advertising and the ability to successfully negotiate ad placement at the best possible price and terms for the City.

2. The Contractor may also be required to develop an educational program focusing on the various options for solid waste programs and the environmental benefits of this program. The educational advertising must be prepared in a manner that will provide environmental awareness to all segments of the El Paso population (i.e., the youth, teens, adults, senior citizens and disabled).

3. Due to this City's large Spanish speaking population, the advertising agency may be required to produce media in both English and Spanish. All advertising will be developed with the guidance and approval of the Environmental Services Department prior to its release.

The following page contains a **Questionnaire**, which the bidders must respond to in order to assist the City in its review process. Their responses, as well as the evaluation factors for award in page B-6 will be used to prepare the final recommendation.

4. Collateral materials; Contractor shall be responsible for the complete planning, and design of collateral materials as requested by the City. Collateral items may include brochures, flyers, posters, videos, newsletters, give-aways and/or other promotional items.

- a. Develop and produce the concept, design and layout for all brochures and other printed material, advertisements, and public relations material.
- b. Provide all graphic design services, from roughs to approved comprehensives.
- c. Prepare all mechanical art or acquire all necessary artwork, photographs, negatives, separations, etc., that are required for the production of advertisements and the production of outreach materials.

5. Film Production: The contractor must have the capability to produce films, videos, compact disk and DVDs and/or television commercials. ("Produced" in this context recognizes the use of production and post-production resources as subcontractors to the proposer.)

6. Reports:

- a. Contractor shall provide a monthly accounting of all monies expended. The statement shall include a breakdown of commissions earned from media placements, charges for work performed within all work categories, charges for services provided by vendors outside the agency, and the value of any services provided at no charge.

- b. Contractor shall provide job estimates for all project work, for approval prior to commencement of work. Estimates must detail hours and total costs for all personnel involved, out-sourced services, materials, etc.

7. Miscellaneous:

- a. Contractor shall provide usual and customary account services, including meetings and consultation regarding advertising. Regularly scheduled meetings will be held in City offices to be announced.
- b. Contractor shall handle all details of payment of media by furnishing billing, accounting, and substantiation for all media placed.

**QUESTIONNAIRE**

**TRADE SECRETS/PROPRIETARY INFORMATION:** Trade secrets or confidential/proprietary information contained in your bid must be clearly identified as such. Please respond to the questions in the questionnaire in the same order as they appear. Please check off the correct answer and/or provide a response as required.

- 1) The agency or key personnel must have a minimum of three (3) years experience in advertising and designing advertising/marketing campaigns in any one or more of the following environmental areas, including solid waste management, recycling, hazardous waste, illegal dumping, and any other environmental programs or related not-for-profit programs that maybe related to natural resources and the environment.

My Agency      does \_\_\_\_\_      does not \_\_\_\_\_ meet this requirement.

- 2) Name the individual(s) in your organization whose time and talents would be applied to the El Paso City, Department of Environmental Services Advertising and Advertising/marketing campaign, and in what capacity.

Please attach a brief resume for each individual.

- 3) Agency personnel must be able to meet with the Department on a **four-hour notice** to brainstorm for quick turnaround projects needed.

My Agency      can \_\_\_\_\_      can not \_\_\_\_\_ meet this requirement.

- 4) The Agency must be able to design and complete small advertising requirements in **no more than two days**.

My Agency      can \_\_\_\_\_      can not \_\_\_\_\_ meet this requirement.

- 5) The Agency must identify at least three (3) years in advertising and designing educational campaigns in one or more of the following environmental areas, including solid waste management, recycling, hazardous waste, illegal dumping, and any other environmental programs or related not-for-profit programs related to natural resources and the environment. Advertising campaigns identified should be for a city of similar size (600,000) as El Paso and similar demographic make up. See the statistics below:

<u>Age Group</u>	<u>% of Population</u>		<u>Age Group</u>	<u>% of Population</u>
1-11	22%		12-19	15%
20-39	33%		40-59	19%
60 +	11%			

Please provide name(s) of cities, businesses or governmental entities, name of contact person and telephone number for each one of these campaigns.

6) Please identify at least three methods (sources of data) that you would use to identify the various population segments and size of those segments for the City of El Paso.

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

7) Provide representative samples from your firm with this RFP.

8) Describe your firm's experience in producing films, videos and television commercials.

9) Please provide a current client list. Provide names, addresses and telephone numbers so that the City can call for references.

10) Identify what items will be sub-contracted:

- |                     |       |                       |       |
|---------------------|-------|-----------------------|-------|
| 1) copywrite        | _____ | 6) broadcast/creative |       |
| 2) public relations | _____ | supervision           | _____ |
| 3) media buying     | _____ | 7) account            |       |
| 4) research         | _____ | supervision           | _____ |
| 5) art preparation  | _____ |                       |       |

11) Agency must have English/Spanish bilingual capability.

My agency can \_\_\_\_\_ can not \_\_\_\_\_ meet this requirement.

12) Please include three (3) samples of your work such as literature (English and Spanish), brochures, etc. These samples will be provided to the City under the condition that all items received by the City of El Paso become part of your proposal and property of the City.

13) Do you have an office in El Paso: Yes \_\_\_\_ No \_\_\_\_\_

Please provide address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## MISCELLANEOUS:

- A. **USE OF BIDS:** The City of El Paso reserves the right to retain and use all bids submitted in response to the Solicitation. The City also retains the right to use any or all ideas or information contained within the bid without the payment of royalties or other fees.
- B. **PAYMENTS:** The contractor will be paid by the City of El Paso upon receipt of auditable invoices. The invoices must clearly reflect the City's contract number as well as the City's purchase order number.

The City of El Paso will not make immediate payment to the contractor upon signing of the contract or receipt of invoice. The City of El Paso's standard payment terms are net 30 after receipt of invoice.

## **SELECTION PROCESS**

- A. **General Approach**  
Respondents will be rated according to the evaluation criteria listed below. Dependent upon the number and quality of the Solicitations submitted, the top-ranked Solicitations may be placed on a shortlist. Short-listed respondents may be asked to provide additional information at an oral interview as outlined below. The City may also elect to obtain supplemental information regarding the Solicitations and/or firms via other means.

If interviews are conducted, the City will determine which firm is the highest-ranked proposer based on the selection criteria below.

- B. **Selection Panel**  
The panel will be made up of City staff.
- C. **Evaluation Criteria**  
Solicitations shall be developed in sufficient detail that they are capable of serving as a basis of the scope of work for the contract.

Respondents will be rated according to the following criteria and point values:

- 1. Technical Solicitation**
  - a) **Project Organization:** Consultant and sub-consultant organization of resources and availability of project staff to ensure timely and effective delivery of project **5 points**
  - b) **Understanding of Goals:** Demonstrated understanding of project objectives and responsiveness of proposal to these objectives **5 points**
  - c) **Solicitation Technical Approach and Work Plan:** Comprehensive and thorough work plan, innovative project design, appropriate project methodology and plan for achieving the desired results **20 points**
  - d) **Complete and Realistic Timelines and Schedules** **10 points**
  - e) **Cost-Effectiveness and Completeness of the Solicitation Budget** **20 points**

<b>2. Consultant Qualifications and Experience</b>	
<b>a) Qualifications:</b> Qualifications and client references for project manager, project team and sub-consultants	<b>5 points</b>
<b>b) Experience:</b> Demonstrated successful experience in regional environmental education campaigns	<b>10 points</b>
<b>c) Product Delivery:</b> Demonstrated ability to deliver successful product on time and within budget	<b>5 points</b>
<b>d) Project Team:</b> Demonstrated ability to integrate project team efforts with client staff	<b>5 points</b>
<b>3. Work Samples</b>	
<b>a) Relevance of Work Samples</b>	<b>15 points</b>
<b>WRITTEN SOLICITATION SUBTOTAL</b>	<b>100 POINTS</b>
<b>4. Oral Interviews (if conducted)</b>	
<b>a) Creativity and Oral Presentation</b>	<b>5 points</b>
<b>b) Applicability of Material Presented</b>	<b>15 points</b>
<b>c) Response to Questions and Appropriateness of Response</b>	<b>10 points</b>
<b>ORAL INTERVIEW SUBTOTAL</b>	<b>100 POINTS</b>
<b>COMBINED POINTS TOTAL</b>	<b>130 POINTS</b>

If a selection is not made on the written proposal alone, the City may elect to conduct interviews with the top ranked Solicitations. If interviews are conducted, final selection will be based on the total of the written and oral interviews.

## **SELECTION PROCESS**

A Top-ranked firm will be selected and a contract will be negotiated including terms and price. If a satisfactory contract cannot be negotiated with that firm, the City of El Paso shall formally end negotiations with that firm and enter into negotiation with the next most-favored proposer and attempt to negotiate a contract with that firm.

SECTION C  
CONTRACT CLAUSES

1. TYPE AND TERM OF CONTRACT

This is a **SERVICE [REQUIREMENTS]** contract. The term of this contract shall be for THIRTY-SIX (36) months, with the term commencing **UPON NOTIFICATION OF AWARD.**

2. INVOICES & PAYMENTS

- a. The Contractor shall submit invoices, in single copy, on each contract. Invoices covering more than one contract will not be accepted.
- b. Invoices shall be itemized and transportation charges, if any, shall be listed separately.
- c. Invoices shall reflect the Contract Number and the Purchase Order Number.
- d. Do not include Federal, State, or City Taxes. City shall furnish tax exemption certificate if requested.
- e. Discounts will be taken from the date of receipt of services or date of invoice, whichever is later.
- f. The City's obligation is payable only and solely from funds available for the purpose of this service. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to the Contractor by the City.
- g. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- h. Contractor shall advise the Comptroller of any changes in its remittance addresses.

3. CONTRACTUAL RELATIONSHIP

Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein shall constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

4. INDEMNIFICATION

**Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of**

**preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause. [Revised 04-05]**

5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

6. WARRANTY-PRICE

- a. The price to be paid by the City shall be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for services of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the cost of the services shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- b. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

8. TERMINATION [ REV. 06/07/97 ]

A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

**"The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement."**

9. ADDITIONAL REMEDIES [R 6/97]

If the City terminates the contract because of the contractor's failure to perform the services as required by the contract, the City shall have the right to obtain like services from another contractor in substitution for those due from the Contractor. The cost of substitute services shall be determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of the substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the termination or services rendered by Contractor pursuant to a different contract or pursues any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

10. TERMINATION FOR DEFAULT BY CITY REV. 06/09/97

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Director of Purchasing describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.



#### 11. FORCE MAJEURE [ REV. 06/07/97 ]

If, by reason of force majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such force majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term force majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

#### 12. ASSIGNMENT-DELEGATION

No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

#### 13. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

#### 14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (the "Code") is used in this contract, the definition contained in the Code is to control.

#### 15. APPLICABLE LAW

This contract shall be controlled by the law of the State of Texas along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

16. ADVERTISING

Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

17. AVAILABILITY OF FUNDS:

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available, the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the contractor and there shall be no penalty or removal charges incurred by the City.

18. VENUE

Both parties agree that venue for any litigation arising from this contract shall lie in El Paso, El Paso County, Texas.

19. CONTRACT ADMINISTRATION

Administration of this Contract, on behalf of the City of El Paso, is the responsibility of Ray Heredia, Procurement Analyst, Purchasing Department, who is your point of contact for general information or specific matters concerning the administration of this contract. Mr. Heredia can be reached by telephone at (915) 541-4316, or by FAX at (915) 541-4347. Correspondence should be addressed to: The City of El Paso, Purchasing Department, Attn: Ray Heredia, 2 Civic Center Plaza 7<sup>th</sup> Floor, El Paso, TX 79999-1919. Please refer to Bid Number or Contract Number in all correspondence.

20. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION [SERVICE CONTRACTS]

If the Director of Purchasing determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another contractor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

**21. PROPOSER SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES, REGULATIONS AND ORDINANCES.**

**22. PROPOSER UNDERSTANDS (I) THE REQUIREMENTS AND SPECIFICATIONS SET FORTH IN THIS RFP AND (II) THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT UNDER WHICH PROPOSER WILL BE REQUIRED TO OPERATE.**

23. **BY SIGNATURE HEREON, PROPOSER OFFERS AND AGREES TO FURNISH THE SERVICES TO THE CITY AND COMPLY WITH ALL TERMS, CONDITIONS, REQUIREMENTS AND SPECIFICATIONS SET FORTH IN THIS RFP.**

24. **LIABILITY INSURANCE [ REV. 03/97 ]**

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas public liability insurance a) covering contractor and its employees in the amount of \$500,000 and b) for the protection of the general public and the City in the amount of \$1,000,000 per occurrence for bodily injury or wrongful death and \$1,000,000 per occurrence for property damage.

With respect to the above required insurance, the City of El Paso and its officers and employees shall be named as additional insured's as their interests may appear. The City shall be provided with 60 days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least 15 days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

City of El Paso  
Purchasing Department  
Attn: Ms. Ray Heredia  
P. O. Box 1919  
El Paso, Texas 79999-1919

Failure to submit insurance certification may result in bid being considered non-responsive.

25. **PRICE ADJUSTMENT**

A. **MATERIAL PRICING**

The contract resulting from this solicitation is not subject to any "Economic Price Adjustment."

B. **MINIMUM WAGE**

If the federally mandated wage is increased during the term of this contract, Contractor may submit a written request for a price adjustment on a form supplied by the City. The City will consider an adjustment only to the extent shown by the Contractor to be necessary to meet increased federal requirements for minimum wage employees included in the bid.

**SECTION D**  
**[SUPPLY]**  
**REPRESENTATIONS AND CERTIFICATIONS**

1. REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENT:

By submitting this offer, the offeror:

- a. Represents that to the best of its knowledge they are not indebted to the City of El Paso.  
***The City will consider any outstanding indebtedness to the City, including delinquent property taxes, a factor in evaluating the responsibility of the low responsive offeror;*** and
- b. Certifies that it does not and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, political belief or affiliation, and that it will abide by the Minority Business Enterprise Program of the City of El Paso.
- c. Acknowledges that it has read and understands the requirements of the specifications and all other provisions of this solicitation.

2. NOTICE TO OFFERORS

The City of El Paso Purchasing Department does not maintain an automated list of current contractors. However, every effort is made to assure that interested parties are mailed copies of appropriate solicitations, we cannot, however, guarantee 100% accuracy.

All City Formal Solicitations are advertised in **THE EL PASO TIMES**, with the advertisements appearing every Tuesday. All solicitations are advertised twice, with the first advertisement appearing at least two weeks prior to the due date for the offers. It is recommended that interested parties check the **TIMES** every Tuesday morning, and call the City of El Paso, Purchasing Department at [915] 541-4321 and ask that the specific solicitations, in which you are interested, be mailed to you.

3. REQUIRED FORMS:

All offerors are requested to complete the following forms:

**FORMS APPEAR ON THE FOLLOWING PAGES**

**PLEASE** Complete the following forms, and return them to the City of El Paso

**SECTION D  
VENDOR FORM**

This form must be accompanied by an IRS Form W-9

\_\_\_ Add \_\_\_ Update \_\_\_ Inactivate \_\_\_ Vendor \_\_\_ Contractual Employee \_\_\_ City of El Paso Employee

Send To: Suky Flores, Info Entry Operator – Purchasing Telephone #: 915-541-4179 Fax #: 915-541-4347

From: Name: \_\_\_\_\_ City Department: \_\_\_\_\_ Tel. # \_\_\_\_\_

**VENDOR SALES ADDRESS:** If same as W-9 check box ☐

Street: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Name &  
Title: \_\_\_\_\_

Telephone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Web Page: \_\_\_\_\_

**VENDOR STATUS:**

(Yes \_\_\_ ) (No \_\_\_ ) Small business concern (Less than \$1,000,000.00 Annual Receipts or 100 employees.)

(Yes \_\_\_ ) (No \_\_\_ ) Disadvantage business concern (At least 51% owned by one or more socially disadvantaged individuals; or, a publicly-owned business at least 51% of the stock owned by one or more of such individuals.) If your company is certified please send us a photo copy. We must have an updated copy of the certificate on file. DBES include (Please mark one:)

( \_\_\_ ) Black Americans

( \_\_\_ ) Hispanic Americans

( \_\_\_ ) Native Americans

( \_\_\_ ) Asian-Pacific Americans

(Yes \_\_\_ ) (No \_\_\_ ) Woman-owned business (At least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.)

(Yes \_\_\_ ) (No \_\_\_ ) Handicapped (At least 51% owned by a person or persons with an orthopedic, hearing, mental or visual impairment which substantially limits one or more of his/hers/their major life activities.)

(Yes \_\_\_ ) (No \_\_\_ ) Local business enterprise (At least 51% of which is owned by a resident or residents of El Paso County and the principal place of business is in El Paso County.)

(Yes \_\_\_ ) (No \_\_\_ ) Hub (Historically underutilized business) If your company is certified please send us a photo copy. We need to have an updated copy of the certificate on file.

**CITY OF EL PASO EMPLOYEES** (IRS-Withholding not required for the following items)

☐ Pension ☐ Refund ☐ Mileage ☐ Reimbursement ☐ Settlement ☐ Travel Request  
☐ Tuition Reimbursement

**CONTRACTUAL EMPLOYEES OR VENDORS**

- Based on W-9, Individual/Sole Proprietor or Partnership are marked as withholding. Corporation is not marked as withholding.
- Vendors for Rent, Medical Services, Attorney Fees are **always** marked as withholding, even if they are a Corporation

**IRS-Withholding required information – Mark one of the following which applies to the type of payment that will be made to the vendor: (Incomplete forms will be returned to requester),**

☐ Wages (Withholding / Default Class 7) ☐ Juror (No Withholding / No Default Class)  
☐ Goods (No Withholding / No Default Class) ☐ Services (Withholding / Default Class 7)  
☐ Settlement / Attorney Proceeds (Withholding / Default Class 14) ☐ Rental Property  
(Withholding / Default Class 1)  
☐ Medical & Healthcare (Withholding / Default Class 6) ☐ Stipend (No Withholding / No Default Class)  
☐ Garnishment Vendor (No Withholding / No Default Class) ☐ Corporation (No Withholding/ No Default Class)

The City of El Paso Purchasing Department is requesting information to update their contractor records **and to fulfill IRS requirement that taxpayer identification numbers (EID or Social Security) and certification be on file with the City. Failure to provide this information may require the City to withhold 20% of payments due you or your firm and pay that amount directly to the IRS.**

CITY OF EL PASO  
PURCHASING DEPARTMENT  
P.O. BOX 1919

Tel. No. (915) 541-4308 EL PASO, TEXAS 79999-1919 Fax No. (915) 541-4347

BUSINESS ORDERING ADDRESS FIRM NAME:	BUSINESS BILLING ADDRESS FIRM NAME:
ADDRESS:	ADDRESS:
CITY/STATE:	CITY/STATE:
TELEPHONE:	FAX: E-Mail:
EIN OR SSN: _____ INCORPORATED IN STATE OF: _____ ; PARTNERSHIP: GENERAL <input type="checkbox"/> OR LTD. <input type="checkbox"/> ; SOLE PROPRIETORSHIP <input type="checkbox"/> ; JOINT VENTURE <input type="checkbox"/> ; OTHER: 1. I certify under penalty of perjury that the tax identification number is correct. 2. I certify under penalty of perjury that I am not subject to backup withholding.  AUTHORIZED SIGNATURE _____ DATE _____ PRINT NAME & TITLE	

ATTACHMENT A., US Department of the Treasury Form, **W9**

**SECTION E**  
**NOTICES AND INSTRUCTIONS TO OFFERORS**

1. **SIGNATURE OF OFFER BY PERSON AUTHORIZED TO SIGN**

All offers shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the OFFER portion of the SOLICITATION, OFFER AND AWARD form, or to include a substitute signed document binding the offeror, will be the basis for declaring a bid non-responsive.

2. **REQUIRED NUMBER OF COPIES:**

**OFFER [BID OR PROPOSAL] MUST BE SUBMITTED IN ORIGINAL FORM ONLY. COPIES NEED NOT BE SUBMITTED UNLESS INSTRUCTED OTHERWISE IN THE SOLICITATION. ONLY THOSE PAGES ON WHICH YOU ARE REQUIRED TO FILL IN PRICES, FURNISH OTHER INFORMATION, OR WHICH CALL FOR A SIGNATURE NEED BE TURNED IN AS YOUR OFFER.**

3. **OFFER SUBMISSION INSTRUCTIONS:**

**OFFER MUST BE SEALED WHEN PRESENTED TO THE PURCHASING DEPARTMENT.** Offers will be received by the City of El Paso until **2:00 P.M., local time, on WEDNESDAY, OCTOBER 25, 2006.** **Bids will be publicly opened and read. Solicitations will be announced.**

NOTE: **THE CITY DOES NOT PROVIDE ENVELOPES FOR THE PURPOSE OF SUBMITTING OFFERS.**

4. **ADDRESSING INSTRUCTIONS:**

The envelope containing the offer must be addressed as follows:

PURCHASING MANAGER  
CITY OF EL PASO  
2 CIVIC CENTER PLAZA  
FRANKLIN & SANT FE  
EL PASO, TEXAS 79901-1196

DUE -- WEDNESDAY, OCTOBER 25, 2006.

BID NO. 2007-034 – ADVERTISING AND EDUCATIONAL SERVICES FOR THE SOLID WASTE MANGEMENT, EL PASO RECYCLING PROGRAM

5. **LABELING OF BIDS:**

**All solicitation documents must be identified on the outside of the package containing the offer.** The City Purchasing Division may open any unidentified submittal to identify it properly. Offerors are required to identify the bid to protect the integrity of their sealed bids and to fully avail themselves of the sealed bid process.

6. **OFFER DELIVERY RESPONSIBILITY:**

The offeror accepts all responsibility for delivering its offer to address stated above within the specified time or the offer will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.



7. **DESCRIPTIVE LITERATURE:**  
Descriptive literature, where applicable, containing complete specifications or other information sufficient for the City to determine compliance with the specifications must accompany each bid. If an offeror wishes to furnish additional information, more sheets may be added. To be submitted in DUPLICATE.
8. **OFFER DOCUMENTS, SUPPORTING LITERATURE AND RELATED DATA:**  
Related data, where applicable, will be made part of the bid. All documents, literature and related data submitted as an offer become the property of the City of El Paso.
9. **ALTERNATE OFFERS:**  
Alternate offers may be submitted, if they meet the minimum requirements of the specifications. For full consideration, all necessary technical data will be furnished with such alternate bids so proper evaluations can be made.
10. **SOLICITATION CHANGES OR CLARIFICATIONS:**  
Requests for changes or clarifications to this solicitation are welcomed by the Purchasing Department for its consideration, **provided the requests are made in writing, and received before the Wednesday before the bid opening date. Requests received after that time may not elicit a response.**  
  
All requests will be mailed to the City of El Paso, Purchasing Department, ATTN: Ray Heredia, Procurement Analyst, 2 Civic Center Plaza 7th Floor, El Paso, Texas 79901, or faxed to (915) 541-4347.
11. **ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS:**  
**ALL AMENDMENTS WILL BE ACKNOWLEDGED ON THE *SOLICITATION, OFFER, AND AWARD FORM* (ITEM NO. 10); FAILURE TO DO SO MAY CAUSE THE BID TO BE REJECTED.**
12. **BID PREPARATION COSTS:**  
This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified.
13. **DEFINITION OF COMPLETE:**  
The word "complete" means that each proposed unit of equipment will include all appurtenances, fasteners, parts, accessories and services ordinarily catalogued.
14. **ADDITIONAL INFORMATION:**  
For further procedural information concerning this Invitation for Bids contact Ray Heredia, Procurement Analyst, Purchasing Department, telephone no. (915) 541-4316, via facsimile no. (915) 541-4347.
15. **ACCEPTANCE OR REJECTION OF BIDS:**  
The City reserves the right to accept or reject any or all bids, to waive all minor technicalities, and to accept the bid or bids determined to be the most favorable to the City.
16. **TIME AND PLACE OF OPENING:**  
Offers will be opened and read in Council Chambers, Second Floor, City Hall, shortly after 2:00 p.m. on opening day. However, you are cautioned that offers must be received in the Purchasing Department, before the time stated in paragraph three, above.

17. NOTICE TO NONRESIDENTS:  
Offers received from nonresidents (bidders whose principal place of business is not in the State of Texas) must be lower than offers from Texas bidders by the same amount that a Texas bidder would be required to underbid a resident bidder, to obtain a comparable contract, in the state in which a nonresident bidder's business is located. **This paragraph does not apply to contracts involving federal funds.**
18. ROUNDING:  
Except those commodities normally priced to four decimal places, bids submitted beyond two decimals will be rounded off to the nearest cent.
19. UNIT PRICES:  
In the event of a discrepancy between the unit price offered, and the extension thereof, the unit price shall prevail.
20. TIE BIDS: **REV. 06/10/97**  
In case of a tie, the successful bid will be determined by lot unless the principal place of business of one, but not more than one, of the parties to the tie is located in the City of El Paso in which case the award will be made to the local contractor.
21. BID RESULTS:  
Any questions concerning bid results should be directed to the City of El Paso Purchasing Department, P. O. Box 1919, El Paso, Texas, 79999-1919.
22. BID TABULATIONS:  
To better serve bidders with a complete, tabulated, report, the Purchasing Department will accept **requests for FAX or mail copies of bid results after 1:00 P.M., Friday, the week of bid opening,** telephone no. (915) 541-4319; fax no. (915) 541-4347. No results will be given over the phone.
23. FAILURE TO RESPOND TO SOLICITATIONS:  
Any offeror who fails to respond to three consecutive solicitations will be purged from the mailing list. It is the offeror's responsibility to remain on the mailing list under his requested commodity classes.
24. TIME:  
Time of delivery is of the essence.

**SECTION F  
EVALUATION FACTORS FOR AWARD**

**GENERAL**

1. Bids will be evaluated based upon the qualifications of the firm and its ability to satisfy the bid requirements.
2. Only one contract will be awarded as the result of this solicitation.
3. A committee will be selected to evaluate the bids. The objective of the evaluation committee is to select the most qualified bid, utilizing the evaluation factors set forth below.
4. The City is aware of the complexity of the service to be provided and the fact that there is more than one approach to satisfying the minimum specifications or that more than one solution or method may be applied to meet a given requirement. The evaluation program is designed to allow a certain amount of freedom in how to accomplish the task, as long as the City's functional requirements are met.
5. Bids will be evaluated in accordance with the following factors and ranked according to the total number of points the individual bid earned, based on the stated maximum point allowance per factor.

<b><u>FACTOR</u></b>	<b><u>MAXIMUM POINTS ALLOWED</u></b>
1. Advertising experience specific to Government Agencies and/or not-for-profit agencies, Community Organizations and events	25
2. Number and Competence of Staff, ability to delivery necessary services in a timely manner	15
3. Range of Services	20
4. Price	25
5. Financial Position of Agency	10
6. Prompt Payment Discount Offered	<u>5</u>
<b>TOTAL POINTS</b>	<b>100</b>

**NOTE: A MINIMUM OF 95 POINTS MUST BE ATTAINED FOR A BID TO RECEIVE FURTHER CONSIDERATION .**

1. **State whether Bidders will provide a copy of its financial statements for the past two (2) years, if requested by the City.**
2. **Bidders will provide a financial rating of the Bidders entity and/or any related documentation that indicates the financial stability of Bidder.**
3. **Is Bidder currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Bidder will explain the expected impact, both organizational and directional terms.**
4. **Bidder will provide any details of all past or pending litigation or claims filed against Bidder that would affect its performance under an Agreement with the City (if any).**
5. **Is Bidder currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.**

## **SECTION G**

### **CONE OF SILENCE**

**“Cone of Silence” is imposed upon each RFP, RFQ or bid after advertising and terminates at the time the Director of Purchasing places a written recommendation on City Council Agenda. The Cone of Silences prohibits any communication regarding RFPs, RFQs or bids between, among others:**

- **Potential contractors, service providers, bidders, lobbyists or consultants and City’s professional staff.**
- **Potential contractors, service providers, bidders, lobbyists or consultants, any member of the City’s professional staff, the Mayor, Council Representatives or their respective staff and members of the respective selection committee.**

**The provisions do not apply to, among other communications:**

- **Oral communications with the Purchasing Director or Contract Administrator, provided the communications is limited strictly to matters of process or procedure already contained in the solicitation document;**
- **The provisions of the Cone of Silence do not apply to oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations during duly notice public meeting, public presentations made to the Mayor and Council Representatives during a duly noticed public meeting; or**
- **Communications in writing at any time unless specifically prohibited by the applicable RFP, RFQ or bid document.**

**In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any RFP, RFQ or bid award voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to the City Attorney.**